

Special terms & Conditions of the contract

1.0 EMD: NIL

2.0 Time Schedule /Validity of contract:

Tentatively this job will be taken up in ATA 2024. However, validity of the contract is for one year from the award of contract. Entire job has to be completed within a period of 07 days from the date of handing over of the job. Time for execution of job can be changed as per plant requirement.

3.0 GST:

GST shall be paid as per the provision of GST Act and clause 6.0 of GTC shall be applicable.

4.0 Successful party should be required to submit the agreement as per Annexure-XX required as per tender document on the NJSP of the appropriate value which will be applicable at the time of its execution in the state of Haryana.

5.0 Security Deposit:

The contractor shall deposit SD towards faithful performance of the contract.

The Security Deposit together with EMD/Initial Security Deposit shall be 5% of the contract / Works order value excluding taxes. Initial Security Deposit (ISD) shall be 2.5% of the Contract Work Order Value excluding taxes which is required to be deposited within 15 days of the issue of the Letter of Intent (LOI) /Work Order (WO) by the successful tenderer. EMD can be adjusted against SD. The balance security deposit amount shall be recovered @ 2.5% from each running bill and the final bill so as to make the total security deposit at 5% of the Contract

/ Work Order Value excluding taxes. In case work is split between two or more parties, SD shall be submitted based on the value of split order.

No interest shall be paid on security deposit. Any amount recoverable from the contractor shall be deducted from RA bill/security deposit. Security deposit shall be returned to contractor after successful completion of the contract and obtaining "No objection certification" from executive department after expiry of Defect Liability Period.

The successful tenderer can furnish a Bank Guarantee from any of the scheduled bank excluding Gramin / Co-operative Bank in the form specified by NFL against Security Deposit / Performance Guarantee (as applicable) for the faithful and proper fulfilment of the contract. The Bank Guarantee should be valid for Contract period plus defect liability period plus 3 months claims period. The Bank guarantee should be submitted by Bankers directly to NFL in a sealed cover and not through contractor.

The Contractor shall also arrange a copy of swift message, for confirmation of BG (including all amendments) through SFMS mode, from the BG issuing bank generated on communication regarding issue of BG to our designated bank ICICI Bank Ltd, K1, Senior Mall, Sector-18, Noida, UP, 201301, IFSC Code ICIC0000031, as per following details:-

- (i) IFN 76 COV for issuance of bank guarantee
- (ii) IFN 767 COV for amendment of bank guarantee
- (iii) Issuing bank shall mention IFSC code as ICIC0000031 in field 7035 of IFN 76 COV/IFN 767 COV.
- (iv) Issuing bank shall mention NFL beneficiary code as NFLNATIONAL04022015 in field 7037 of IFN760COV/IFN767COV.

6.0 PERIOD OF LIABILITY:

Defect liability period of works shall be 3 months from the actual date of completion of work. The contractor shall at his own cost and initiative, correct repair and/or rectify any / and all defect(s) and/or imperfections in the design of the work (in so far as the contractor shall be concerned with the design of the work or any part thereof) and/or in the work performed and/or materials, components or other items incorporated therein as shall be discovered during the said defect liability period and in the event of the contractor failing to do so, NFL reserves the right to get the same repaired at the risk & cost of the contractor PLUS 25 % Departmental Charges plus applicable GST thereon , and the expenditure so incurred by NFL shall be adjusted towards the said Security Deposit and / or any other due lying with NFL.

7.0 Bids shall be evaluated on overall lowest basis. Before quoting the rates, Tenders are required to refer the clause no 6.0 of GTC to remain competitive bidder.

8.0 MSME Parties:

The job/contract is Non - split able/dividable. MSE quoting nearest price within price band of L1+15% may be allowed full/complete job/contract of total tendered value subject to bringing down their price to L1 in a situation where L1 price is from someone other than MSE, considering spirit of Public Procurement Policy for MSEs, Order-2012 for enhancing the Govt. procurement from MSE. Being the spirit of the said Govt. Policy, the L1 Non-MSE party shall accept the same and no representations on their part whatsoever should be entertained by NFL

9.0 In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes relating to Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. 5/0003/2019-FTS-10937 dated 14th December 2022 and decision of AMRCD on the said dispute will be binding on both the parties.

10.0 TERMS OF PAYMENT:

- a. Payment of full & final bill shall be released within 30 days or otherwise stipulated in the NIT/WO after receipt of bill completed in all respect along with copy of Final Report. Payment of Security deposit deducted shall be released after completion of defect liability period on demand within 30 days. Payment to MSME Parties shall be made within a period applicable as per MSME Act or payment terms as per NIT/WO, whichever is earlier.
- b. The contractor has the option to receive payment through Electronic Funds Transfer (EFT)/RTGS Process. For this option, they may submit their bank particulars i.e. Customers Name, Name of the Bank, Bank Account No. (All digits in case of CBS branches), Place of branch, Branch Code (IFSC CODE-II digits) to enable NFL to release payment accordingly. All bank charges will be to their account.
- c. Contractor shall submit bill in triplicate to the Department along with measurement sheet duly verified by area in-charge. The area in-charge will forward the bill after verification to F&A Department for payment through HOD.
- d. NFL shall deduct TDS-Income Tax as per Income Tax Act, TDS/TCS-GST wherever applicable as per GST law, Commercial Tax, Cess including BOCW Cess at source from all payments due and to be made to the Contractor under this contract in accordance with provisions of relevant Act and Rules framed there under including any amendment and modifications thereof as applicable from time to time.
- e. The contractor shall furnish along with each running bill a certificate that he has complied with statutory provisions relating to Minimum Wages, PF & ESI and Contract Labour (R&A) Act, 1970 etc. and shall also submit copies of Wage Sheet, PF & ESI Challan (along with ECR and payment confirmation receipt).
- f. Bill should be signed by a person holding power of attorney or authorized representative of contractor.
- g. In addition to above terms, payment of final bill will be made subject to, inter alia, following terms:
 - a. Payment of final bill will be made to the contractor after submission of certificate from CISF Gate that all the gate passes issued to the labour of the contractor have been returned alternatively no objection certificate may be provided from CISF.

- b. The Payment of final bill will not be made until the contractor has handed over the peaceful vacant possession of land, if any, handed over to him free from all encumbrances including offices, stores, workshop, temporary structure, lighting, fixture poles etc.
 - c. Return of empty packing material, scrap and unconsumed material issued by NFL.
 - d. The contractor shall be required to give a certificate along with final bill that he has made all payments towards wages as defined under the Payment of Wages Act, 1936 and Contract Labour (R&A) Act, 1970 and has also complied with other provisions of Labour Laws in respect of manpower engaged/employed for the execution of work.
 - e. The contractor is further required to give an undertaking stating that in case any dispute arises on account of deployment of manpower/labour, contractor would be responsible to discharge the statutory obligations, if any, and NFL will stand indemnified against any such claim/demand made in future.
 - f. Following documents (as applicable) and documents to comply with statutory requirement shall be submitted along with the final bill after the successful execution of the job:
 - i. Undertaking for compliance of the labour laws in the prescribed format
 - ii. No claim certificate in the format approved by NFL
 - iii. No dues certificate form respective sections.
 - iv. Self-attested copy of the ESI challan along with contribution history, separately for this contract.
 - v. Self-attested copy of the PF challan, Payment confirmation receipt, ECR with respect to PF deposit, separately for this contract.
 - vi. Indemnity letter regarding statutory dues (PF, ESI, Minimum Wages, Labour Welfare Fund if applicable etc.) in the prescribed format
 - vii. Self-attested copy of the wage sheet, attendance record, employee register and Loan/recovery in revised format of A,B,C&D.
 - viii. Return of Gate passes issued by CISF / NOC from CISF
- h. Gol has introduced electronic platform for facilitating the financing of trade receivables of MSMEs from buyers, through financiers, which is termed as Trade Receivables Discounting System (TReDS). NFL is already registered on RXIL TReDS platform.

MSME Bidders are requested to kindly register on the TReDS platform and avail the TReDS facility, if they want to.

The detail of RXIL contact person is as below:

Contact Name: Mr. Prajay Shukla

Contact No.: 8090051171

E-mail id: prajay.shukla@rxil.in

Bidders upon successful delivery shall submit their invoices along with the mandated enclosures including TReDS details. Upon receipt and acceptance of the supplied material/services and receipt of invoices with the mandated enclosures, NFL shall process the invoice for payment as per details submitted on TReDS platform. Any unfinanced invoice/s of MSME bidders seeking payment from NFL directly shall be processed as per the Standard payment terms agreed in PO/contract.

All financing cost for using the facility shall be borne by the MSME bidder only.

11.0 Penalties

The time and date of completion of work as stipulated in the contract shall be deemed to be essence of the contract. In the event of contractor fails to provide services even after completion of mobilization period, the contractor shall have to pay Liquidated Damages to the NFL at the rates of 1 % of the total value of work excluding taxes for delay of per day or part thereof, subject to a ceiling of 10% of the total value excluding taxes of the work plus if applicable GST thereon. These Liquidated Damages shall be recovered from the RA/Final Bill of the contractor of this work, or from any other dues of the contractor against any other contract, or from any other dues of contractor lying with NFL.

12.0 Mobilization Period:

Normally Notice to 7 days be given to Contractor for starting the job but the Contractor should be able to mobilize within 24 hours, if the necessity so arises.

13.0 Other Terms & Conditions of the Contract:

13.1 Accommodation, Conveyance & Canteen facility: Contractor shall make his own arrangement for accommodation of his staff at Panipat & inform proper address of their stay to Engineer-in-Charge. Conveyance arrangement for to & fro travel from stay to works & Canteen facility would also be in his scope.

13.2 Engineer-in-charge: Widely used term Engineer-in-charge stands for Sr. Mgr.- GE

13.3 Job Schedule & Supervision of the job: Program for carrying out all the said jobs shall be finalized by Engineer-in-charge on day-to-day basis. Supervision of the entire job shall be in contractor's scope, however, under the directions of Engineer-in-charge.

13.4 Material entry: All material required to be used by contractor inside the factory area shall be brought in, with proper gate passes and such authentic documents with regard to material, shall be got inspected by engineer in-charge along with material as per security rules in force.

13.5 If the total job cannot be handed over for inspection due to some unavoidable circumstances of the plant, then scope of job shall be treated partially & payment will be made accordingly.

13.6 Quantum of Job: Quantum of job shall be as above however; it can have variations as per site requirement. Payments will be made on actual job done basis.

13.7 Sub-Contracting: Sub contracting of the job will not be allowed without prior permission of NFL.